

S U B L E A S E

SUBLEASE made March 17, 1971, between THE BOEING COMPANY, a Delaware corporation (hereinafter "Lessor") and CUSTOMER PRODUCTS CO., INC., a Washington corporation (hereinafter "Lessee").

APR 26 1971

R E C I T A L S

BOEING FIELD INTERNATIONAL  
KING COUNTY AIRPORT

Lessor under Lease (the "Airport Lease") dated September 14, 1955, as amended, hired certain property located on the King County Airport (Boeing Field International), King County, Washington, from King County, Washington, a municipal corporation, for the term, rental and under the terms and conditions therein set forth.

Lessee desires to sublease certain property leased by Lessor under the Airport Lease.

A G R E E M E N T S

In consideration of the covenants and conditions herein contained, the parties hereby agree as follows:

*amended by  
1972 Amendment,  
see B.* X 1. Leased Property.

Lessor hereby agrees to sublease to Lessee and Lessee hereby agrees to hire from Lessor the following-described property situated at the King County Airport, King County, Washington:

The easterly one-third of the building commonly known as the Ellis Avenue Building or Building 3-280, together with adjacent parking area, located on that certain land area forming part of Area 5 under the Airport Lease, as more particularly identified on the legal description and drawing attached hereto as Exhibit A and by this reference incorporated herein (hereinafter called the "Leased Property").

Lessor also grants to Lessee access to and from the Leased Property over the route indicated on Exhibit A, and Lessee access to restrooms located in Building 3-280 as shown on Exhibit A, and the right to use such restrooms in common with Lessor and others, for the term of this Sublease.

ROUTE SLIP

Please note, initial and forward to next person on list.

*Handwritten signatures and initials:*  
Dad  
Tr  
G...  
J...  
B...  
-7 etc

2. Term.

Unless earlier terminated as herein provided, the term of this Sublease shall commence May 1, 1971 and expire April 30, 1978. ✓

*Modified,  
1972 Amendment  
C.* 3. Rental.

Lessee shall pay annual rental to Lessor in the amount of \$15,300.00 (fifteen thousand three hundred dollars) per year, which annual rental shall be paid in equal monthly installments of \$1,275.00 each, payable in advance on or before the first day of each calendar month during the term hereof, all such payments to be made to Lessor at Seattle, Washington, by check or money order payable to the order of The Boeing Company. Concurrently herewith, Lessee has paid to Lessor the sum of \$2,550.00 (two thousand five hundred and fifty dollars) to be applied as payment of the first and twelfth monthly rental installment due hereunder.

Lessee further agrees that (i) if Lessor's ground rental under the Airport Lease for the land forming part of the Leased Property is hereafter increased during the term of this Sublease, or (ii) Lessor's insurance premiums for the building of which the Leased Property is a part are hereafter increased during the term of this Sublease by reason of Lessee's activities under this Sublease, then Lessee shall thereafter pay to Lessor as additional rental, in the manner required for monthly rental installments hereunder, the amount of any such ground rental increase allocable to the land subleased hereunder, and the amount of any such insurance premium increase allocable to Lessee's activities under this Sublease.

4. Use of Premises.

Lessee shall occupy and use the Leased Property only for the purpose of manufacture of custom built window coverings and shall conduct such activities in a manner which does not materially interfere with the normal operations of Lessor.

5. Licenses and Permits.

Lessee shall obtain at its own expense all necessary licenses and permits necessary for this Sublease and its occupancy hereunder, and shall comply with all applicable federal, state and local laws and regulations.

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✓ N, ← 6. Utilities and Services.

Lessor shall provide at Lessee's expense heat, water, sewer and electricity for the Leased Property, but subject to the terms and provisions of any contract which Lessor may have with the utility or service organization furnishing the particular utility or service to Lessor. Lessor shall not be liable for stoppage or interruption of any said utilities or services caused by riots, strikes, labor disputes, accidents, necessary repairs or conditions beyond Lessor's control. Lessee agrees not to connect or alter any utilities or equipment provided by Lessor without the consent of Lessor.

In addition to rental payable hereunder, Lessee shall pay to Lessor on demand, as reimbursement for utilities furnished by Lessor, one-third of Lessor's monthly cost of heating the building of which the Leased Property is a part, not to exceed, however, such cost as would be incurred therefor by Lessor under applicable Seattle steam rates; and all charges for electricity, water and sewer furnished by Lessor to Lessee (the amounts thereof to be determined by Lessor if said utilities are not separately metered and billed by the servicing utility to Lessee for the Leased Property).

Lessee shall provide at its expense maintenance and janitorial services for the Leased Property and restrooms, and garbage disposal and all other utilities.

7. Acceptance of Leased Property.

No representations, except such as are contained herein, have been made to Lessee respecting the condition of the Leased Property. By entry hereunder, Lessee accepts the Leased Property as being in good condition and repair, and agrees to keep the Leased Property in good condition and repair. Lessee further agrees that Lessor shall not be liable for loss or damage to any property of Lessee arising out of any defect in construction or condition of the Leased Property, whether known or unknown, or from damages from storm, rain or leakage. Lessee agrees on the last day of the term, or on sooner termination of this Sublease, to surrender the Leased Property unto the Lessor in the same condition as when accepted, excepting only ordinary wear and tear, destruction by act of God, or by other unavoidable casualty beyond the control of Lessee, and damage regardless of cause covered by any standard fire and extended coverage insurance of Lessor to the extent of any recovery collectible by Lessor under such insurance.

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8. Taxes.

Lessee shall bear and pay the amount of any increase in any taxes, charges and assessments levied against the Leased Property and Lessor's possessory or other interests therein, on account of this Sublease, and shall bear and pay all taxes, charges and assessments levied upon any property or activity of Lessee on the Leased Property. Lessee agrees to accept Lessor's segregation of those portions of any such tax, charge or assessment allocable to Lessee, which segregation Lessor agrees to make reasonably and in good faith.

9. Repairs.

Lessee shall at its own expense maintain and keep the Leased Property, including any improvements constructed thereon, in good repair, order and condition, including but not limited to all electrical and plumbing utilities, but excluding exterior walls, roof, structural members, and foundations. Lessee covenants not to permit any waste or damage to the Leased Property and its improvements.

10. Alterations and Improvements.

Lessee may install a truckloading door, remove non-bearing partitions and may improve and alter the Leased Property by installation of trade fixtures to make it suitable for use by Lessee in its business, provided that Lessor has previously approved in writing the plans and drawings for and location of such installations, and provided further that all costs of design and construction of such installations shall be paid by Lessee. All such fixtures shall be and remain the personal property of Lessee, notwithstanding that such fixtures are affixed to the Leased Property or would but for this paragraph become a part of the Leased Property. Lessee shall not otherwise alter or improve the Leased Property without Lessor's prior written consent.

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11. Insurance.

Lessor may, but shall not be obligated to, procure and maintain such fire, liability and other insurance as Lessor desires on the Leased Property. It shall be the responsibility of Lessee to insure its property on the Leased Property.

Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto, provided that this sentence shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

12. Right of Entry by Lessor.

Lessor acting through its agents, representatives or employees shall have the right to enter the Leased Property during reasonable hours for the purpose of making any inspections of the Leased Property, including any fixtures which Lessee may install thereon.

13. Signs.

All exterior signs, displays and advertising on the Leased Property must be approved by Lessor prior to installation and shall be in keeping with the character of the building and the purposes for which the Leased Property is used under the terms of this Sublease. At the request of Lessor, any objectionable marquee, awning, sign, display and advertising shall be removed.

14. Rules and Regulations.

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for the use, entry, operation and management of the Leased Property, each of which rules and regulations shall become a part of this Sublease. Lessee agrees to comply with such rules and regulations. Such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Lessee.

15. Assignment and Subletting.

Lessee shall not sublease, assign, mortgage or pledge this Sublease, or any interest therein, and any sublease, assignment, mortgage or pledge by Lessee shall be void.

16. Termination.

A. For Vacation of Leased Property.

If Lessee vacates the Leased Property or is removed by any legal proceedings before expiration of the term, Lessor may at its election terminate this Sublease immediately and re-enter the Leased Property.

B. For Default.

In the event of any default by Lessee in the payment of any rent or other charges when due, or in the event of Lessee's breach of any covenant or other provision of this Sublease, or in the event Lessee becomes insolvent or bankrupt, then Lessor may at

its election terminate this Sublease and all rights of Lessee hereunder, by giving seven (7) days' written notice to Lessee of any such default, breach or condition aforementioned and specifying the effective date of termination, and this Sublease shall be terminated upon such effective date without further notice, unless Lessee has prior thereto remedied or otherwise corrected such default, breach or condition.

Lessee, for itself and any successors in interest by operation of law or otherwise, hereby waives any and all further notice and demand for possession, and agrees that upon the effective date of any termination Lessor may re-enter and fully recover the Leased Property and dispossess Lessee or any said successors in interest without legal notice or the institution of any legal proceedings whatsoever.

Nothing in paragraphs A or B above shall limit or affect the right of Lessor to recover from Lessee for any damages or losses suffered by Lessor arising out of negligence of Lessee, its employees, agents or servants, or out of any violation by Lessee of the terms of this Sublease prior or subsequent to the effective date of termination of this Sublease. Any re-entry and termination by Lessor shall not relieve Lessee from any obligations which may have arisen under this Sublease prior to Lessor's re-entry and termination, and notwithstanding any such re-entry and termination the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Sublease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Leased Property at a lesser rental than herein agreed, payable each month as the amount thereof is ascertained by Lessor.

17. Relinquishment of Possession: Removal of Improvements.

Upon the expiration of the term of this Sublease, or in the event this Sublease is sooner terminated by Lessor under paragraph 16, Lessee shall remove all improvements made by it on the Leased Property, and restore portions of the Leased Property affected by such removal, or any alterations made by Lessee, to the condition thereof otherwise required on termination of this Sublease; provided, if Lessee requests in writing that it not be required to restore the Leased Property in some particular, or both, to the extent that Lessor approves such request Lessee shall not be obligated to remove such improvements or so restore the Leased Property. All improvements

which Lessee is not obligated to remove in accordance with the foregoing proviso shall become and thereafter be the property of Lessor. All costs of removal of improvements and restoration shall be paid by Lessee, and Lessor shall not be liable for any part thereof.

18. Indemnity.

Lessee shall hold Lessor and Lessor's agents harmless from any damage whatsoever to property of Lessor, including but not restricted to the Leased Property, resulting directly or indirectly from Lessee's use and occupancy of the Leased Property, and from all loss, costs or damages resulting from claims, actions and demands of third parties for damages of any kind and nature whatsoever which may be claimed to accrue by reason of any occurrence in or about the Leased Property. In aid of Lessee's obligations as above set forth, it shall secure and maintain at all times liability insurance in such reasonable amounts as Lessor may require, and furnish a certificate evidencing such insurance to Lessor at Lessor's request.

19. Remedies Cumulative: Waiver.

All remedies herein conferred upon Lessor shall be cumulative and no one exclusive of any other remedy conferred by this Sublease or by law. The waiver by Lessor of any breach of any term, covenant or condition of this Sublease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Sublease. The subsequent acceptance of rental hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Sublease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Sublease can be waived by either Lessor or Lessee except by appropriate written instrument.

20. Attorneys' Fees.

In the event that Lessee shall be in default in the performance of any of its obligations under this Sublease and an action shall be brought for the enforcement thereof in which it is determined that Lessee was in default, Lessee shall pay to Lessor all expenses incurred therefor, including a reasonable attorney's fee.

21. Notices.

Any and all notices and requests which are required to be given to Lessor shall be sent to Lessor at the following address, or

*modified by  
1977 amendments  
see G*

to such other address as Lessor may from time to time designate in writing:

The Boeing Company  
P. O. Box 3707  
Seattle, Washington 98124

Attention: Director of Facilities  
Headquarters Office.

Any and all notices which are required to be given to Lessee shall be sent to Lessee at the following address, or to such other address as Lessee may from time to time designate in writing:

Custom-Bilt Products Co., Inc.  
\_\_\_\_\_  
\_\_\_\_\_.

All notices and requests required by this sublease which are mailed shall be mailed by United States certified mail, return receipt requested, and shall be deemed given upon the date when received by the addressee.

*see H of 1972 Amendment X*  
22. Approval Required; Sublease Subject to Airport Lease.

Lessee acknowledges that this Sublease requires the approval of King County pursuant to the Airport Lease and that this Sublease shall not become effective or binding on the parties until such approval is obtained. Lessor shall have no liability to Lessee whatsoever by reason of any failure of King County to approve this Sublease. This Sublease is subject to all terms, covenants and conditions of the Airport Lease.

23. Sublease Entire Agreement of Parties.

This Sublease contains all of the agreements and representations between the parties relating to sublease of the Leased Property.

The parties have executed this Sublease on the 17<sup>th</sup>  
day of March, 1971.

*Paragraph added, 1972 Amendment, sec. I. (re <sup>now</sup> Discrimination) clause*



[SEAL]

ATTEST:

H. L. Blangy Jr  
Its Asst Sec'y

THE BOEING COMPANY, Lessor

By [Signature]  
Its Director of Facilities

[SEAL]

[Signature]  
Its [Signature]

CUSTOM-BILT PRODUCTS CO, INC., Lessee

By [Signature]  
Its President

The Foregoing Sublease is approved.

KING COUNTY, WASHINGTON, a Municipal Corporation

By [Signature]  
COUNTY EXECUTIVE

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 10<sup>th</sup> day of March, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. H. B. B. B. and J. H. B. B. B., to me known to be the Director of Facilities and Director of Facilities, respectively, of THE BOEING COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Linda M. Barnes  
Notary Public in and for the State  
of Washington, residing at Seattle.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of CUSTOM-BILT PRODUCTS CO. INC., a Washington corporation, the corporation that executed the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_.